

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6727875

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE TEXAS A&M UNIVERSITY SYSTEM	07/15/2019
RECEIVING PARTY DATA	
Name:	SARAH E. BONDOS
Street Address:	C/O THE TEXAS A&M UNIVERSITY SYSTEM
Internal Address:	3369 TAMU
City:	COLLEGE STATION
State/Country:	TEXAS
Postal Code:	77843-3369
Name:	JAN L. PATTERSON
Street Address:	C/O THE TEXAS A&M UNIVERSITY SYSTEM
Internal Address:	3369 TAMU
City:	COLLEGE STATION
State/Country:	TEXAS
Postal Code:	77843-3369
Name:	AUTUMN D. BRAWLEY
Street Address:	C/O THE TEXAS A&M UNIVERSITY SYSTEM
Internal Address:	3369 TAMU
City:	COLLEGE STATION
State/Country:	TEXAS
Postal Code:	77843-3369
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12618518
Application Number:	61199339
CORRESPONDENCE DATA	
Fax Number:	(404)815-6555
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	404-745-2584

PATENT

Email: mwell@kilpatricktownsend.com
Correspondent Name: KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1: SUITE 2800
Address Line 2: 1100 PEACHTREE STREET NE
Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	104344-1146954
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NAME OF SUBMITTER:	MADDIE M. WELLER
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SIGNATURE:	/Maddie M. Weller/
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DATE SIGNED:	05/25/2021
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Total Attachments: 10

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Intellectual Property Release for TAMUS 2800

This intellectual property release agreement ("Agreement") between or among The Texas A&M University System ("System") acting through Texas A&M Technology Commercialization ("TTC") and each individual who is a creator of the Disclosed Intellectual Property (each a "Creator") and signs this Agreement. This Agreement is effective as to each Creator on the later of the date on which this Agreement is executed by such Creator and on behalf of the System ("Effective Date").

1. DEFINITIONS

In addition to any terms defined elsewhere in this Agreement, the System and each Creator ascribe the following meanings to these terms:

- 1.1 **"Allowable Deductions"** mean the reasonable and documented expenses for filing, prosecuting, and maintaining patents and patent applications covering the Disclosed Intellectual Property.
- 1.2 **"Disclosures"** means those one or more disclosures, patent applications, and/or issued patents specified below:
 - TAMUS 2800HSC08 titled "Self-Assembly of Protein-Based Supramolecular Structures" disclosed August 22, 2008;
 - TAMUS 2800HSC08-01, US Provisional Application 61/199,339 filed on Nov. 14, 2008;
 - TAMUS 2800HSC08-02, Converted Utility US Application 12/618,518 filed Nov. 13, 2009; and
 - TAMUS 2800HSC08-03, PCT Application PCT/US09/64449 filed Nov. 13, 2009.
- 1.3 **"Disclosed Intellectual Property"** means the Intellectual Property associated with items listed in Disclosures.
- 1.4 **"Intellectual Property"** means any inventions, patentable subject matter, patent applications (including without limitation design, utility, utility model, provisional, continuation, continuation-in-part, divisional, reexamination, reissue, or extensions), patents, copyrightable works of authorship, copyrights, software, data, confidential or proprietary information, know-how (including without limitation reports, drawings, blueprints, specifications, models, prototypes, and technical information of whatever nature such as engineering, scientific, or practical information), semiconductor mask works, and/or trade secrets (including without limitation formulas, data sets, patterns, jigs, fixtures, compilations, programs, devices, methods, techniques or processes) whether protectable under the laws of the United States of America or foreign jurisdictions.
- 1.5 **"Medium"** means any means, whether developed as of the Effective Date or in the future, of affixing the Disclosed Intellectual Property in a tangible medium of expression.
- 1.6 **"Members"** means member institutions and agencies of System whether existing as of the Effective Date or later established.

- 1.7 **“Non-Disclosed Intellectual Property”** means any improvements to, enhancements of, or modifications to Disclosed Intellectual Property or any Intellectual Property associated with items not explicitly delineated in Disclosures.
- 1.8 **“Proceeds”** mean any consideration that each Creator receives for the commercial exploitation of any product, service, or both that embody any valid claim(s) of any patent(s) that issues from a Disclosure.
- 1.9 **“Sponsor”** means any party as listed in Disclosures that partially or wholly funded research that led to the items identified in Disclosures.
- 1.10 **“System’s Total Legal Expenses”** mean \$18,942.86, which System has expended as of the Effective Date to protect the Disclosed Intellectual Property; if the blank is left incomplete, then it is deemed to be \$ 0.

2. **RELEASE**

The Creator(s) and System acknowledge that when the Disclosed Intellectual Property was disclosed to System, the Creator(s) was/were subject to System Policy 17.01 – *Intellectual Property Management and Commercialization* (“System IP Policy”). System and Creator(s) agree that any type of release of the Disclosed Intellectual Property is at the sole discretion of System and in accordance with System IP Policy and the terms and conditions of this Agreement. Except for those rights reserved pursuant to Section 3 (Reservation of Rights) and subject to the conditions of Section 4 (Conditions), System hereby assigns to each Creator that signs this Agreement such Creator’s interest in and rights to the Disclosed Intellectual Property. System does not assign any Non-Disclosed Intellectual Property pursuant to this Agreement.

For the avoidance of doubt, if there are multiple Creators and one or more of the Creators did not sign or refuses to sign this Agreement, then System did/does not release the rights that would have been assigned to the Creator that did not sign this Agreement and System still retains those rights to and in the Disclosed Intellectual Property as a joint owner.

3. **RESERVATION OF RIGHTS**

System and its Members hereby reserve for themselves a worldwide, irrevocable, royalty-free, non-exclusive, and perpetual license with the rights to reproduce the Disclosed Intellectual Property in any Medium, to distribute the Disclosed Intellectual Property in any Medium, to display and perform publicly the Disclosed Intellectual Property in any Medium, to make derivative works from the Disclosed Intellectual Property, to use the Disclosed Intellectual Property, and to make and have made the Disclosed Intellectual Property, including experimental prototypes incorporating the Disclosed Intellectual Property, but all solely in furtherance of System’s and its Members’ educational, training, and research missions.

4. **CONDITIONS**

A Creator’s failure to comply with any of the following conditions renders Section 2 (Release) void and without any legal effect as to such Creator.

- 4.1 Identification of all Sponsors.** Each Creator warrants and represents to System that such Creator has disclosed any and all Sponsors to System in the Disclosures.
- 4.2 Complete Information.** Each Creator warrants and represents to System that any information which such Creator has furnished to System and upon which this Agreement is predicated is based on true and complete information. If a Creator has provided System with false, incomplete, or materially misleading information, then this Agreement is void as to such Creator.
- 4.3 Compliance with Sponsors' Requirements.** If there are any Sponsors, each Creator warrants and represents to System that such Creator will comply with Sponsors' requirements. For illustrative purposes only, if the Sponsor requires products fabricated with Disclosed Intellectual Property to be manufactured in the United States of America, each Creator will comply with said obligation.
- 4.4 Copies of Software.** If Disclosed Intellectual Property is software, then a Creator will deliver to System within thirty (30) days of the Effective Date the source code and an executable copy of the software together with any documentation already prepared concerning use of said software so that System can effectuate the rights granted to it pursuant to Section 3 (Reservation of Rights).
- 4.5 Intellectual Property Procurement Expenses.** If, as of the Effective Date, there is any outstanding System's Total Legal Expenses, then until System has been reimbursed for System's Total Legal Expenses, each Creator must: (a) reimburse System on an annual basis for such expenses from Proceeds at an annual rate of two percent (2%) of Proceeds less Allowable Deductions incurred for that year; (b) maintain full and accurate books of accounts containing all particulars that may be necessary for the purpose of showing the amounts payable to System; (c) provide to System annual accountings concerning the patenting, use, licensing, sublicensing, sale, transfer, or assignment of the Disclosed Intellectual Property, the terms of those transactions, and the amounts due each Creator and System, and such other information as System may reasonably request from time to time; and (d) submit this annual accounting and any payments to System within fifteen (15) days of each annual anniversary of the Effective Date.

Each Creator will send any payments, annual accountings, or other correspondence to:

Texas A&M Technology Commercialization
3369 TAMU
College Station, Texas 77843-3369

- 4.6 Distribution under System Policy.** As of the Effective Date, a Creator who has signed this Agreement will not receive any distribution of any income or royalties received by System for the Disclosed Intellectual Property under System's intellectual property policy.
- 4.7 Future Development of Intellectual Property.** Creator(s) may not use any of System's or any of its Members' resources in furtherance or development of Disclosed Intellectual Property. In addition, Creator(s) may not use any funds from System or any of its Members,

or funds from any grant or research that is administered by System or any of its Members, in furtherance or development of Disclosed Intellectual Property.

5. GENERAL PROVISIONS

- 5.1 **Entire Agreement.** This Agreement together with Disclosures contains the entire understanding of the parties regarding the subject matter hereof, and supersedes all other prior or contemporaneous written or oral agreements between the parties regarding the same subject matter. This Agreement may be modified only by a written amendment signed by System and each Creator upon whom the amendment is intended to be binding.
- 5.2 **Governing Law.** The substantive laws of the State of Texas (and not its conflicts of law principles), U.S.A., govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates.
- 5.3 **Headings.** Headings are solely for convenience of reference and are not part of, and may not be used to construe, this Agreement.
- 5.4 **Counterparts.** This Agreement may be executed in any number of counterparts, including facsimile or scanned electronic (e.g. PDF) documents. Each such counterpart, facsimile, or scanned electronic document will be deemed an original instrument, and all of which, together, constitute one and the same executed Agreement.
- 5.5 **Compliance with Law.** System and each Creator will comply with all applicable laws in the discharge of their duties hereunder including without limitation compliance with applicable U.S. export control laws and regulations.
- 5.6 **Privileges and Immunities.** System is an agency of the State of Texas, and nothing in this Agreement waives or relinquishes the right of System to claim any exemption, privileges, or immunities as may be provided by the constitution and/or laws of the State of Texas.
- 5.7 **Plural and Singular; Gender.** All pronouns and any variations thereof will be deemed to refer to masculine, feminine, or neuter, or singular or plural as the identity of the person or persons or as the context may require. Without limiting the generality of the foregoing, "Creators" may include one Creator or more and "Disclosures" may include one Disclosure or more.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their signature below.



AGREED:

By: *Sarah E. Bondos*
Sarah E. Bondos

Date: 1-29-19

By: _____
Jan L. Patterson

Date: _____

By: _____
Autumn D Brawley

Date: _____

By: _____
Name
Address
City, State Zip Code

Date: _____

By: *Brett Cornwell*
Brett Cornwell
Executive Director
Texas A&M Technology Commercialization

Date: 7-15-19

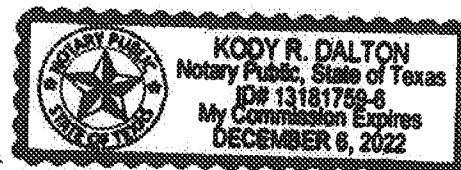
Sarah Bondos
Sarah Bondos

Date: 1-31-19

United States of America)
State of Texas) ss.:
County of Brazos)

On this 31 day of January, 2019,
before me personally came Sarah Bondos, to me known to be
the individual described in and who executed the foregoing instrument,
and acknowledge execution of the same.

Kody R. Dalton
Notary Public





TEXAS A&M TECHNOLOGY
COMMERCIALIZATION

AGREED:

By: _____
Sarah E. Bondos

Date: _____

By: Jan L. Patterson
Jan L. Patterson

Date: 1/31/2019

By: _____
Autumn D Brawley

Date: _____

By: _____
Name
Address
City, State Zip Code

Date: _____

By: Brett Cornwell
Brett Cornwell
Executive Director
Texas A&M Technology Commercialization

Date: 7-15-19

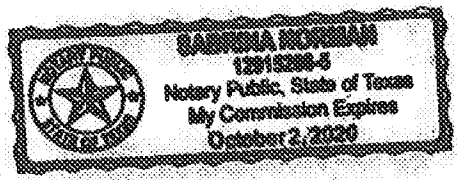
Jan Patterson
Jan Patterson

Date: February 1, 2019

United States of America
State of Texas)
County of Brazos) ss.:

On this 1st day of February, 2019,
before me personally came Jan Patterson, to me known to be
the individual described in and who executed the foregoing instrument,
and acknowledge execution of the same.

Sabrina Norman
Notary Public



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of April
2021.

Autumn D Brawley

Name

Aut Brawley

Signature

Title

STATE OF FLORIDA

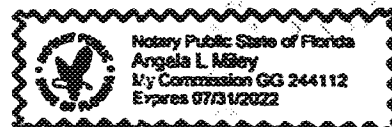
COUNTY OF SANTA ROSA

§
§
§

On this 15th day of April, 2021, before me personally came AUTUMN D BRAWLEY
to me known to be the individual described herein and who executed the foregoing instrument,
and acknowledged execution of the same.

Angela L. Miller
Notary Public,
State of FLORIDA

My Commission Expires: _____



OGC 110518

FOR THE TEXAS A&M UNIVERSITY SYSTEM:

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of July,
2019.

Brett Cornwell

Name

Brett Cornwell

Signature

Executive Director

Texas A&M Technology Commercialization

Title

STATE OF Texas

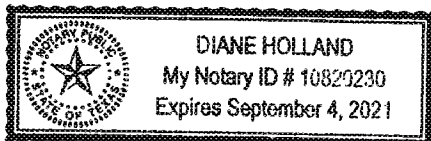
§

COUNTY OF Brazos

§

§

On this 15 day of July, 2019, before me personally came Brett Cornwell,
to me known to be the individual described herein and who executed the foregoing instrument,
and acknowledged execution of the same.



Diane Holland

Notary Public,

State of Texas

My Commission Expires: 9-4-2021

OGC 110518